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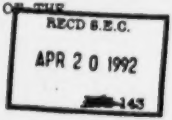
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 20549

P92-22608

FORM 10Q

[X] QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For Quarter Ended February 29, 1992



Commission File Number 0-13864

RANDOM ACCESS, INC.
(Exact name of registrant as specified in its charter)

Colorado	84-0971697
(State or other jurisdiction incorporation or organization)	(IRS Employer Identification No.)

8000 East Iliff Avenue, Denver, CO 80231
(Address of principal executive offices and zip code)

303-745-9600
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or such shorter period that the registrant was required to file such reports), and (2) has been subject to such requirements for the past 90 days.

Yes X No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

The number of shares of the Registrant's common stock outstanding as of April 17, 1992 was 6,943,062.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

RANDOM ACCESS, INC., AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

ASSETS

	February 29, 1992 (Unaudited)	August 31, 1991
CURRENT ASSETS:		
Cash	$ 520,605	$ --
Restricted cash	200,632	2,280,151
Receivables, less allowance for doubtful, accounts of $78,000 (February 1992), and $117,000 (August 1991):		
Trade accounts	9,920,936	9,676,616
Vendors	492,078	768,426
Inventories	12,821,070	1,735,145
Deferred income taxes and other	216,699	115,719
TOTAL CURRENT ASSETS	24,172,020	14,576,057
PROPERTY AND EQUIPMENT, net	735,175	682,979
OTHER ASSETS:		
Franchise rights, NET	460,000	100,000
Notes Receivable	150,000	--
Deposits and other	323,785	136,696
TOTAL OTHER ASSETS	933,785	236,696
	$25,840,980	$15,495,732

See notes to financial statements.

RANDOM ACCESS, INC., AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS, CONTINUED

LIABILITIES AND SHAREHOLDERS' EQUITY

	February 29, 1992 (Unaudited)	August 31, 1991
CURRENT LIABILITIES:		
Revolving line of credit	$ 3,651,231	$ 4,825,622
Current maturities of long term debt	108,548	76,411
Trade accounts payable	14,909,643	5,308,678
Other current liabilities	889,002	1,020,755
TOTAL CURRENT LIABILITIES	19,558,424	11,231,466
LONG-TERM DEBT	293,927	259,892
SHAREHOLDERS' EQUITY:		
Common stock, $.0001 par value authorized 50,000,000 shares, issued and outstanding, 6,943,062 at February 29, 1992 and 5,767,145 at August 31, 1991	694	577
Additional paid-in capital	3,594,876	1,504,724
Common stock subscribed	--	415,620
Retained earnings	2,393,009	2,083,453
	5,988,579	4,004,374
	$25,840,980	$15,495,732

See notes to financial statements.

RANDOM ACCESS, INC., AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

	Three Months Ended		Six Months Ended	
	February 29, 1992	February 28, 1991	February 29, 1992	February 28, 1991
NET SALES	$27,246,273	$16,915,562	$50,844,464	$28,986,506
COST OF SALES	23,580,294	14,038,431	44,267,099	24,084,992
GROSS PROFIT	3,665,979	2,877,131	6,577,365	4,901,514
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	3,189,847	1,944,820	5,798,997	3,373,533
OPERATING INCOME	476,132	932,311	778,368	1,527,981
OTHER INCOME (EXPENSES):				
Interest expense	(231,803)	(187,723)	(374,578)	(311,049)
Other income	68,934	15,674	95,566	65,245
NET INCOME BEFORE TAXES	313,263	760,262	499,356	1,282,177
PROVISION FOR INCOME TAXES	(119,000)	(288,900)	(189,800)	(487,200)
NET INCOME	$ 194,263	$ 471,362	$ 309,556	$ 794,977
NET EARNINGS PER SHARE	$ .03	$ .08	$ .05	$ .14
WEIGHTED AVERAGE SHARES OUTSTANDING	6,925,396	5,675,255	6,746,429	5,526,912

See notes to financial statements.

RANDOM ACCESS, INC., AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	Six Months Ended	
	February 29, 1992	February 28, 1991
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 309,556	$ 794,977
Adjustments to reconcile net income to net cash used in operating activities		
Depreciation and amortization	166,896	102,160
Changes in assets and liabilities:		
(Decrease) increase in accounts receivable	32,028	(2,676,803)
Increase (decrease) in merchandise inventories	(11,085,925)	(732,815)
Increase in other current assets	(100,980)	(97)
Decrease (increase) in other assets	(128,139)	8,586
Increase in accounts payable	9,645,305	25,760
Increase (decrease) in other current liabilities	(181,753)	98,799
TOTAL ADJUSTMENTS	(1,652,568)	(3,174,410)
Net cash used in operating activities	(1,343,012)	(2,379,433)
FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of property and equipment	(157,230)	(112,312)
Purchase of franchise rights	(370,000)	--
Advance to Interpreter	(150,000)	--
Net cash used in investing activities	(677,230)	(112,312)

See notes to financial statements.

RANDOM ACCESS, INC., AND SUBSIDIARIES

CONSOLIDATES STATEMENTS OF CASH FLOWS (CONTINUED)
(Unaudited)

	Six Months Ended	
	February 29, 1992	February 28, 1991
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from borrowing under notes payable	$37,013,045	$29,623,803
Principle payments on notes payable	(38,187,436)	(28,079,738)
Proceeds from issuance of common stock, net of issuance cost	--	950,351
Proceeds from exercise of common stock warrants	1,674,649	--
Decrease in restricted cash	2,079,519	
Principal payments on obligations under capital leases	(38,930)	(14,266)
Net cash provided by financing activities	2,540,847	2,480,150
NET INCREASE (DECREASE) IN CASH	520,605	(11,595)
CASH AT BEGINNING OF PERIOD	--	394,373
CASH AT END OF PERIOD	$ 520,605	$ 382,778
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Cash paid during the period for:		
Interest	$ 375,883	$ 316,107
Income taxes	529,300	387,000
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Capital lease obligations for new equipment	$ 60,812	--
Note payable for purchase of Grand Junction store assets	44,340	--

DISCLOSURE OF ACCOUNTING POLICY:
For the purpose of the Statement of Cash Flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

See notes to financial statements.

RANDOM ACCESS, INC., AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

A. BASIS OF PRESENTATION

The accompanying unaudited financial statements have been prepared in accordance with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations. In the opinion of management, all adjustments necessary for a fair presentation of the Company's unaudited financial statements for the three and six months ended February 29, 1992 and February 28, 1991 have been included. Such adjustments consist only of normal recurring items. The results of operations for the interim periods are not necessarily indicative of the results to be expected for a full fiscal year.

The Company's August 31, 1991 financial statements and notes thereto, which are included in the Annual Report on Form 10-K, should be read in conjunction with this Form 10-Q.

B. PROPERTY AND EQUIPMENT

The following is a summary of property and equipment at cost, less accumulated depreciation and amortization at February 29, 1992.

Computer equipment and software	$ 877,063
Furniture and equipment	374,339
Leasehold improvements	122,747
Vehicles	73,048
	1,447,197
Less accumulated depreciation and amortization	(712,022)
	$ 735,175

B. PROPERTY AND EQUIPMENT (Continued)

The following is a summary of leased property under capital leases by major classes of property and equipment at February 29, 1992:

Computer equipment and software	$ 300,076
Furniture and equipment	110,340
Vehicles	63,076
	473,492
Less: Accumulated depreciation and amortization	(152,909)
	$ 320,583

C. CREDIT ARRANGEMENTS:

Revolving Line of Credit:

At February 29, 1992 the Company's available debt financing is provided by ITT Commercial Finance ("ITT"). The Company has a revolving line of credit with ITT which provides for maximum borrowings of $8,000,000. The outstanding principal on the line of credit at February 29, 1992 was $3,651,231. Borrowings under the line of credit are collateralized by receivables, inventory and equipment. Interest accrued at the 10.0% during the period ended February 29, 1992, in March of 1992 the rate was changed to prime rate plus 1% (prime rate at that time was 7.0%), with interest payable monthly and principal on demand. The line of credit provides for an additional fee of 0.1% for each advance on the line of credit. The Company's president has personally guaranteed the Company's obligations under the revolving line of credit.

The revolving line of credit agreement also provides that the Company maintain a lockbox account for the deposit of customer receipts. The lender is the only party authorized to withdraw funds from this account which is

C. CREDIT ARRANGEMENTS:

Revolving Line of Credit (Continued):

federally-insured for balances up to $100,000. At February 29, 1992, this lockbox account had a balance of $200,632.

The Company's revolving line of credit agreement contains covenants which prohibit the Company from paying dividends, merging with another entity, disposing of assets or borrowing funds without prior written consent of the lender. The agreement also requires that the Company maintain certain financial ratios, including a current ratio of 1.2 to 1.

Inventory Financing:

ITT and IBM Credit Corporation also provide floorplan financing for the Company's inventory purchases. Under these arrangements, the Company may borrow up to a maximum of $14,825,000 at February 29, 1992. At February 29, 1992 aggregate borrowings were outstanding in the principal amount of $14,553,377, such amounts bear no interest for 30 days and thereafter interest accrues at the prime rate plus 2% to 4% depending on length of time outstanding. Borrowings are collateralized by inventory. The borrowings on these plans are included in trade accounts payable in the accompanying balance sheets. Interest if any, is payable monthly and principal is due on demand.

D. NOTES PAYABLE

In November 1991 the Company purchased certain assets of Connecting Point of Grand Junction for $45,000 cash and promissory note of $50,000. This note is payable in eight quarterly installments of $6,500 commencing February 1992 and bears no interest. The Company has the right to prepay the Note, in whole or in part, without penalty and discounted to present value using a discount rate equal to 11%.

RANDOM ACCESS, INC., AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

F. SHAREHOLDERS' EQUITY:

In July 1991, the Company provided written notice to holders of warrants issued in connection with the May 1989, and September 1990, public offerings, that the Company would redeem all warrants not exercised on or before September 30, 1991. The Warrants entitled the holder to purchase one share of the Company common stock for $2.00. All unexercised warrants could be redeemed by the Company for $.05 per warrant. A total of 917,830 warrants were exercised through September 30, 1991 and 6,620 warrants were not exercised. Warrant holders who did not exercise by September 30, 1991 are entitled to claim the redemption price of the warrants until September 30, 1993.

G. FRANCHISE AGREEMENTS:

During the forth quarter of fiscal 1991 and the first quarter of fiscal 1992, the Company purchased the franchise rights to operate the Computer departments at 16 BizMart stores for the aggregate franchise fee of $470,000. These fees are being amortized over 20 years utilizing the straight-line method.

H. INCOME TAXES:

In December 1987, the Financial Accounting Standards Board (FASB) issued Statement of Accounting Standards No. 96 (SFAS no. 96), "Accounting For Income Taxes". During 1992, the FASB issued SFAS Nos. 108 and 109 which delay the effective date for implementation and significantly amend SFAS No. 96. The Company is now required to implement SFAS No. 109 no later than during the fiscal year ending August 31, 1994. Management has not determined if implementation of SFAS No. 109 will have a material impact on its results of operations.

RANDOM ACCESS, INC., AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

I. ACQUISITION AGREEMENT:

On January 17, 1992 the Company entered into an agreement and plan of reorganization (the "Agreement") with CWE, Inc. ("CWE"). Pursuant to the Agreement, the Company will acquire 100% of the outstanding common stock of CWE in exchange for newly issued shares of Random common stock. CWE's primary business activities consist of the sale of microcomputer systems to retail customers in the Denver metropolitan area.

Consummation of the merger is contingent upon the following matters:

- CWE holders of preferred stock with a liquidation value of $500,000 must convert there preferred shares to common shares of CWE.
- CWE and Random must obtain consent form their lenders to enter into the transaction.
- A registration statement covering the Random shares issuable to CWE shareholders must be declared effective by the Securities and Exchange Commission.
- A majority of shareholders of CWE must vote in favor of the merger. (Holders of approximately 70% of the outstanding stock of CWE have indicated there intention to vote for the merger.)

The Agreement provides that up to 1,450,000 shares of Random common stock may be issued to the CWE shareholders. The initial number of shares which Random will initially issue to acquire CWE is based upon a formula which considers the net tangible assets of CWE as of June 30, 1991, and the average bid price for Random's common stock. For the purpose of this formula, "CWE value" is $1,418,858. The average bid price of Random's common stock will not be known until the closing. However, based on Random's current bid price of approximately $3.00 per share, the bid price for purposes of the formula would be $3.35 per share. Accordingly, Random would initially issue approximately 424,000 shares of its common stock to the shareholders of CWE. Management emphasizes that the actual number of shares issued may be more or less depending upon the actual

I. ACQUISITION AGREEMENT (Continued):

market price of Random's common stock for the three days preceding the closing date.

In connection with this acquisition, Random has agreed to issue approximately 20,000 shares of its common stock to an investment banking firm. Random also expects to incur other costs in connection with the acquisition of approximately $20,000. Assuming the price of Random's common stock is $3.00 per share on the closing date, the initial cost of CWE is as follows:

- CWE shareholders - 424,000 shares at $3.00	$1,272,000
- Investment banker - 20,000 shares at $3.00	60,000
- other cost of acquisition	20,000
	$1,352,000

Pursuant to the Agreement, Additional shares of Random common Stock will be issued to the former CWE shareholders based upon the calendar 1992 and 1993 earnings of CWE's wholly-owned subsidiary, CW Electronics, which will continue during such time to be operated as a subsidiary of Random, based upon the following earrings based formula:

Each dollar of "operating income" of CW Electronics for fiscal year 1992 and 1993 in excess of $380,954 annually, then multiplied by seven (7) will equal "CWE C.W. Value" "operating income" shall be reduced by $17,500 annually to reflect CW Electronics public reporting expense which will be borne by Random. In no event shall the aggregate CWE Value plus CWE C.W. Value exceed $5,000,000.

The CWE C.W. Value is then divided by the average bid price of Random Common Stock for the five trading days preceding the "Calculation Date." The calculation Date shall be the date upon which the CWE C.W. Value is calculated. The resultant number will be the number of additional shares of Random common stock issued to the former CWE shareholders pursuant to the earnings based provisions of the contemplated merger. The maximum number of additional

I. ACQUISITION AGREEMENT (Continued):

shares of Random Common Stock which could be issued pursuant to this earnings based formula shall be 1,450,000 shares, less the number of shares of Random common stock initially issued to the CWE shareholders pursuant to the Agreement.

Item 2. Management's discussion and analysis of financial condition and results of operations.

The following table sets forth the Company's Consolidated statements of Income as percentage of net sales.

	Three Months Ended		Six Months Ended	
	Feb 29, 1992	Feb 28, 1991	Feb 29, 1992	Feb 28, 1991
Net Sales	100.0%	100.0%	100.0%	100.0%
Cost of sales	86.6	83.0	87.1	83.1
Gross profit	13.4	17.0	12.9	16.9
Selling, general and administrative expenses	11.7	11.5	11.4	11.6
Operating income	1.7	5.5	1.5	5.3
Interest expense	(.8)	(1.1)	(.7)	(1.1)
Other income	.3	.1	.2	.2
Income before taxes	1.2	4.5	1.0	4.4
Provision for income taxes	(.5)	(1.7)	(.4)	(1.7)
Net income	.7%	2.8%	.6%	2.7%

Results of Operations

Three Months Ended February 29, 1992 Versus Three Months Ended February 28, 1991

During the three months ended February 29, 1992 the Company had sales of approximately $27,246,000, an increase of 61% from the three months ended February 28, 1991. Most of this increase can be attributed to sales of $8,657,000 from computer departments of 16 BizMart office supply stores in which the Registrant acquired franchises to operate such computer departments from Intelligent Electronics, parent company of BizMart, Inc., and the franchisor of the Registrant. Sales to corporate customers increased by $1,674,000 to $18,589,000 an increase of 9.9% for the comparative three month period.

Gross profit margins for the three months ended February 29, 1992 decreased to 13.4% from 17.0% for the three months ended February 28, 1991. This decrease was the result of significant margin pressure in the computer reseller industry during the period. Gross profit margins for the quarter's corporate sales were 14% compared to 12.3% for the

BizMart sales. Management believes that the current trend in declining gross profit will continue during the remainder of fiscal 1992.

General and administrative expenses increase by $1,245,000 for the three months ended February 29, 1992 compared to the three months ended February 28, 1991. This increase of 64% was slightly more than sales increase for the quarter. The major increases were attributed to increased personnel cost consisting of additional personnel and salary increases. BizMart operations contributed $1,023,000 of the increase and consisted primarily of personnel costs and central system fees paid to BizMart which by agreement amount to 5.5% of product cost.

For the three months ended February 29, 1992 the BizMart computer franchise operations incurred a pre-tax loss of approximately $44,600. This loss is primarily attributed to lower than anticipated gross margins and start-up inefficiencies.

Interest expense for the three months ended February 29, 1992 increased by 23% compared to the three months ended February 28, 1991. This increase is indicative of high level of floorplan debt required to finance increased inventories in the BizmMart computer departments, during 1992. The increased debt levels were partially mitigated by generally lower interest rates as compared to the same period of the previous year.

Six Months Ended February 29, 1992 Versus
Six Months Ended February 28, 1991

For the six months ended February 29, 1992 there was an increase of $21,580,000 a 74% increase, from the same period of the previous year. Of this increase the BizMart computer franchises accounted for $13,289,000 and additional corporate sales accounted for $8,291,000 an increase of 28.6%. Gross profit margins for the comparable six months were down from 16.9% in 1991 to 12.9% in 1992.

General and administrative expenses for the six months ended February 29, 1992 were approximately $5,799,000 an increase of approximately $2,425,000 or 72% form the six months ended February 28, 1991. The most significant increases were attributable to increased staffing, higher communications costs, and increased occupancy expenses. BizMart operations added $1,475,000 in general and administrative expenses and consist primarily of personnel cost and central system fees and advertising fees paid to BizMart under the franchise agreement.

For the six months ended February 29, 1991 BizMart computer departments incurred pre tax losses of approximately $85,000. These losses can be attributed to start-up costs incurred in placing these centers into operation and continued margin pressure in the computer reseller industry.

Financial Condition

The Company had working capital of approximately $4,591,000 at February 29, 1992, as compared to $3,345,000 at August 31, 1991. This increase resulted primarily from proceeds of approximately $1,675,000 from the call of the Registrant's outstanding publicly held warrants in July 1991.

During the six months ended February 29, 1992 the Company utilized approximately $1,600,000 of cash flows from operating activities. The operating cash flows deficit resulted from the Company's continued growth in sales which required additional amounts of cash to finance higher levels of inventories.

The Registrant's investing activities utilized approximately $300,000 for leasehold improvements and other additions related to the Company's new offices. Additionally, the Registrant paid $370,000 to acquire twelve additional BizMart franchises in the fall of 1991. Investing activities also utilized $150,000 for advances to Interpreter Inc., during the six months ended February 29, 1992.

During the six months ended February 29, 1992 the Registrant increased borrowings net of restricted cash balance under its revolving line of credit by approximately by $979,000.

The registrant's financing activities also utilized cash of $39,000 for principal payments on obligations under capital leases.

The Company maintains a credit facility which provides for maximum borrowings of $8,000,000 at an interest rate of prime plus 1.0% with an additional fee of 0.1% for advances on the facility. This line is secured by accounts receivable with advances made up to 85% of eligible receivable less than ninety days old. At the sole discretion of the lender, this facility may on occasion exceed the pre-established limit.

Management feels that the new loan agreement and continued earnings will provide sufficient working capital to continue funding operations as needed. Cash requirements for the remainder of fiscal 1992 include approximately $500,000 for furniture and fixtures at the Company's new office facility for which debt financing was secured in March 1992.

PART II - OTHER INFORMATION

Item (1) Legal proceedings

Not applicable

Item (2) Changes in securities

Not applicable

Item (3) Default upon senior securities

Not applicable

Item (4) Submission of matters to a vote of security holders

Not applicable

Item (5) Other Information

Item (6) Exhibits and reports on Form 8-K

Exhibit 10.5 Agreement And Plan of Reorganization date January 17, 1992 between the Company and CWE, Inc.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Random Access, Incorporated

Date: April 17, 1992

By
Bruce A. Milliken
Chief Executive Officer,
President and Director

Date: April 17, 1992

By
John Gierscher
Chief Financial Officer
(Principal Financial and
Accounting Officer)

RANDOM ACCESS, INC.
Quarterly Report on Form 10-Q
for the quarter ended February 29, 1992

Exhibit 10.25
Agreement and Plan of Reorganization between
the Company and CWE, Inc.

Dated January 17, 1992

AGREEMENT AND PLAN OF REORGANIZATION

This Agreement and Plan of Reorganization (the "Agreement") is dated as of January 17, 1992, between Random Access, Inc., a Colorado corporation ("Random") and CWE, Inc., a Colorado corporation ("CWE"). Random and CWE are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties are desirous of effecting a tax-free merger of CWE with and into Random in a transaction intended to qualify as a reorganization pursuant to the Internal Revenue Code of 1986, as amended; and

WHEREAS, CWE shareholders will receive common stock in Random in exchange for their stock in CWE; and

WHEREAS, the parties expect that the merger of CWE with and into Random will further certain of their business objectives.

NOW, THEREFORE, Random and CWE adopt this plan of reorganization and agree as follows:

Section 1. The Merger

1.1 The Merger. At the Effective Time pursuant to the Colorado Corporation Code, CWE shall be merged with and into Random (the "Merger"), which latter corporation shall survive the Merger, and the separate existence and corporate organization of CWE shall cease.

1.2 Articles of Incorporation. The Articles of Incorporation of Random in effect at and as of the Effective Time will remain the Articles of Incorporation of Random without any modification or amendment in the Merger.

1.3 Bylaws. The Bylaws of Random in effect at and as of the Effective Time will remain the Bylaws of Random without any modification or amendment in the Merger.

1.4 Directors and Officers. Directors and officers of Random at and as of the Effective Time shall be as set forth in Schedule 1.4.

1.5 The Effective Time. The Merger shall become effective at the time (the "Effective Time") CWE and Random file Articles of Merger with the Secretary of State of the State of Colorado. The Merger shall have the effect set forth in the Colorado Corporation Code.

1.6 Conversion of CWE Shares. At and as of the Effective Time, (a) each share of $.005 par value common stock of CWE, other than any dissenting shares, (the "CWE Stock") shall be converted into the right to receive shares of $.0001 par value common stock of Random (the "Random Stock") at the "Conversion Ratio" as set forth in Schedule 1.6 and (b) each dissenting share of CWE Stock shall be converted into the right to receive payment from Random with respect thereto in accordance with the provisions of the Colorado Corporation Code. No CWE share shall be deemed to be outstanding or to have any rights other than those set forth above in this Section 1.6 after the Effective Time.

1.7 Procedure for Conversion of CWE Shares. Immediately after the Effective Time, (a) Random will furnish to its transfer agent, American Securities Transfer, Inc. (the "Exchange Agent") a stock certificate (issued in the name of the Exchange Agent or its nominee) representing that number of shares of Random Stock equal to the product of (I) the Conversion Ratio times (II) the number of outstanding CWE shares (other than any dissenting shares) and (b) Random will cause the Exchange Agent to mail a letter of transmittal (with instructions for its use) to each record holder of outstanding CWE shares for the holder to use in surrendering the certificate which represented his or its CWE shares in exchange for a certificate representing the number of Random shares to which he or it is entitled. No fractional shares of Random Stock will be issued. If the number of shares which a holder of CWE Stock would have received pursuant to the Conversion Ratio would have resulted in a fractional share of Random Stock, then such amount will be rounded up or down to the nearest whole share of Random Stock, as the case may be.

1.8 Surrender of Certificates. Until surrendered and exchanged, each outstanding certificate for shares of CWE Stock, upon and after the Effective Time, shall be deemed for all purposes, other than the payment of dividends or other distributions, if any, to Random shareholders, to represent the number of whole shares of Random Stock as hereinabove provided. Until certificates for shares of CWE Stock shall be surrendered and exchanged for certificates for shares of Random Stock, no dividend or other distributions, if any, payable to holders of record of Random Stock as of any date subsequent to the Effective Time shall be paid to the holders of such outstanding certificates of CWE, but upon surrender and exchange of such outstanding certificates of CWE, there shall be paid to the record holders of the certificates issued in exchange therefor, the amount, without interest thereon, of dividends and other distributions, if any, which theretofore have become payable with respect to the number of whole shares of Random Stock represented thereby.

1.9 Additional Shares of Random to be Issued to CWE Shareholders. Additional Random shares will be issued to the former CWE shareholders (as of immediately prior to the Effective Time), in the event certain earnings are achieved by CW

Electronics Sales Corp., a subsidiary of CWE ("CW"). Such additional shares shall be issued on or before February 28, 1993 (the "Second Closing Date") and on or before February 28, 1994 (the "Third Closing Date"). The number of additional shares of Random Stock to be issued to the former CWE shareholders shall be determined as follows:

(a) Each dollar of Net Income of CW for the calendar year 1992 in excess of $380,954 shall be multiplied by 7, which amount shall be deemed the "1992 CW Value";

(b) Each dollar of Net Income of CW for the calendar year 1993 in excess of $380,954 shall be multiplied by 7, which amount shall be deemed the "1993 CW Value";

(c) On or before the Second Closing Date, the 1992 CW Value shall be divided by the average of the closing bid price of Random Stock for the five trading days immediately preceding the Second Closing Date;

(d) On or before the Third Closing Date, the 1993 CW Value shall be divided by the average of the closing bid price of Random Stock for the five trading days immediately preceding the Third Closing Date;

(e) "Net Income" for any period shall mean the net income for such period as set forth in the financial statements of CW prepared by CW, as may be adjusted upon review by independent certified public accountants selected by Random, plus all state and federal income tax and interest expense for such period. Further, none of Random's expenses, including without limitation, Random's legal, accounting or other expenses related to Random's status as a publicly-held reporting corporation, shall be included as expense items of CW, except that there shall be deducted the fixed amount of $17,500 each year to reflect these expenses. Net Income shall otherwise be determined in accordance with generally accepted accounting principles consistent with CW's normal business practices and accounting policies;

(f) In no event shall the total number of shares issued to the former CWE shareholders pursuant to all three of the stock issuances contemplated herein exceed 1,450,000 shares of Random Stock or the total value of such Random Stock calculated as of the dates of issuance exceed $5,000,000;

(g) (1) Subsequent to the Effective Time, Random, as the sole shareholder of CW, shall cause the Board of Directors of CW to be comprised of five persons. Of the five persons on the Board of Directors of CW, three persons will have been designated at or before the Effective Time by CWE. If any of those persons shall cease to be a member of the Board of CW, then the remaining members designated by CWE will have the authority to designate a

replacement. The other two members of the Board of CW shall be designated by Random. If any of those persons shall cease to be a member of the Board, the remaining members designated by Random will have the authority to designate a replacement. The composition of the Board of CW shall continue in accord with provisions of this Section 1.9(i) until the earlier to occur of the (i) Third Closing Date; or (ii) distribution of the maximum number of shares of Random Stock that may be issued to the former CWE shareholders pursuant to Section 1.9(h) (the "Expiration Date"). From the Closing until the Expiration Date, no decision of the Board of CW shall be made without the concurrence of a minimum of four of the five Board members. (2) Notwithstanding the foregoing, if prior to the Expiration Date, CW incurs an operating loss in any fiscal quarter of greater than $50,000, or incurs operating losses in any two consecutive fiscal quarters or incurs an annual operating loss, then one of the three persons designated by CWE shall resign and be replaced by a person designated by Random and decisions of the Board shall then be made upon the concurrence of three of the five Board members.

1.10 Conversion of Options. CWE has a 1991 Stock Option Plan pursuant to which options to purchase up to 1,000,000 shares of CWE Stock may be granted. CWE has granted options to three key employees: Gregory E. Kinnear, Paul F. Kaufhold and Frank J. Siciliani to purchase an aggregate of 704,376 shares of CWE Stock. At and as of the Effective Time, all outstanding CWE options will be terminated and Gregory E. Kinnear, Paul F. Kaufhold and Frank J. Siciliani will be granted options to purchase an aggregate of 14,500 shares of Random common stock under Random's Incentive Stock Option Plan.

1.11 Disincentive to Compete Against Sole Shareholder. In order that CW not compete against Random as to Random's existing customers, CW agrees that to the extent that CW's sales to U S West and any affiliate of U S West for either calendar year 1992 or calendar year 1993, in the aggregate exceed $3,200,000, then for purposes of the calculations set forth in Paragraphs 1.9(a) and (b), the gross profit of such sales in excess of $3,200,000 shall be subtracted from CW Net Income for purposes of calculating 1992 CW Value and 1993 CW Value. Furthermore, CW agrees that it will not respond to any Response for Proposal ("RFP") from Business Resources, Inc., an affiliate of U S West ("BRI"), during calendar years 1992 and 1993.

Section 2. Closing

2.1 Closing. The Closing contemplated by Section 1.1 shall be held at the offices of CWE's counsel, Bearman & Talesnick Professional Corporation, 1200 17th Street, Suite 2600, Denver, Colorado, on the second business day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the transactions contemplated hereby or such other date as the parties may mutually determine.

2.2 Actions at the Closing. At the Closing, (a) CWE will deliver to Random the various certificates, instruments, and documents referred to in Section 8, (b) Random will deliver to CWE the various certificates, instruments, and documents referred to in Section 7, (c) CWE and Random will file with the Secretary of State of the State of Colorado Articles of Merger, and (d) Random will deliver to the Exchange Agent in the manner provided in Section 1.8, the certificates evidencing the Random Stock issued in the Merger.

Section 3. Representations, Warranties and Covenants of CWE

For purposes of this Section 3, any reference to the "the best knowledge of CWE" shall mean the best of CWE's knowledge only after diligent inquiry by CWE with respect to the matter referenced. CWE represents and warrants to, and covenants with, Random as follows:

3.1 Corporate Status. Each of CWE and CW is a corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado and is licensed or qualified as a foreign corporation in all states in which the nature of its business or the character or ownership of its properties makes such licensing or qualification necessary. Each of CWE and CW has all requisite power and authority, and all licenses, franchises, permits and authorizations necessary to carry on its business as currently conducted and to own, lease and operate the assets, property and business now owned and operated by it except as set forth in Schedule 3.1, where the failure to have such licenses, franchises, permits and authorizations would not have a material adverse effect on its financial condition, results of operations, assets, property, liabilities or business.

3.2 Capitalization. The authorized capital stock of CWE consists of 15,000,000 shares of common stock, having a par value of $.005 per share, of which 4,831,180 shares are issued and outstanding, fully paid, and nonassessable, and 650,000 shares are reserved for issuance upon exchange of all the issued and outstanding preferred stock of CW. The 1991 Stock Option Plan has authorized 1,000,000 shares, of which options to purchase an aggregate of 704,376 shares are outstanding. There are 144,936 shares authorized under the 1991 Non-Employee Directors' Stock Option Plan, of which 42,273 shares have been issued or reserved for issuance as of December 2, 1991. Except for the 1991 Stock Option Plan and the 1991 Non-Employee Directors' Stock Option Plan, there are no outstanding warrants, options or other agreements to acquire securities of CWE. The authorized capital stock of CW consists of 50,000 shares of preferred stock, having a par value of $.01 per share, of which 5,000 shares are issued and outstanding, and 500,000 shares of common stock, having a par

value of $.01 per share, of which 500,000 shares are issued and outstanding, fully paid, and nonassessable. There are no outstanding warrants, options, or other agreements to acquire securities of CW.

3.3 Subsidiaries and Affiliates. Each of CWE and CW does not, directly or indirectly, own any interest in or control any other corporation, partnership, limited liability company, joint venture, association or other form of business organization, except as set forth in Schedule 3.3.

3.4 Financial Statements. To the best knowledge of CWE, the audited financial statements of CWE and CW ("Successor") and CW Electronics Sales Company ("Predecessor") furnished to Random consisting of (1) balance sheets of the Successor as of June 30, 1991, and June 30, 1990, and the related consolidated statements of operations, stockholders' equity and cash flows for the year ended June 30, 1991 (Successor period); and the statements of operations, stockholders' equity and cash flows of the Predecessor for the three months ended June 30, 1990 and for each of the years in the two-year period ended March 31, 1990 (Predecessor periods), and the unaudited balance sheet of the Successor as of September 30, 1991 ("CWE'S Latest Balance Sheet") and the unaudited statement of income for the three months then ended, are true and accurate statements of the financial condition and the results of operations of the Successor and the Predecessor as of the dates and for the periods involved, and such statements were prepared in accordance with generally accepted accounting principles consistently applied.

3.5 Interim Statements. Any unaudited monthly balance sheets of CWE and the related unaudited statements of income and retained earnings for the monthly and fiscal year to date periods then ended, which CWE hereby covenants to furnish to Random, will present fairly the consolidated financial condition of CWE as of the dates thereof and the results of its operations for the periods then ended, in accordance with books and records of CWE and in conformity with generally accepted accounting principles consistently applied (except for accruals and adjustments normally made at year-end).

3.6 Title to Property. Except as set forth in Schedule 3.6, each of CWE and CW has good and valid title to all the properties and assets, real and personal, reflected on CWE's Latest Balance Sheet and owns these assets free and clear of all liens, claims, charges or encumbrances of any kind or description other than (i) liens for the current year's taxes not yet due and payable and (ii) liens securing the liabilities shown on CWE's Latest Balance Sheet, with respect to which no default exists. The properties and assets reflected in CWE's Latest Balance Sheet include all the assets, rights and property utilized exclusively by CW in the conduct of CW's business and all other assets, rights and property necessary for the conduct of CW's business.

3.7 Condition of Assets. The properties and assets of CW as listed on CWE's Latest Balance Sheet are, and as of the Closing will be, in good operating condition and suitable for continued use in the same manner as heretofore used and, except as disclosed in Schedule 3.7, the equipment and vehicles constitute all the equipment and vehicles that are necessary to continue effectively the operation of CW's business that is currently conducted.

3.8 CW's Inventory and Supplies. Each of CW's and CWE's inventory and supplies as of the Closing will have been purchased in the ordinary course of business at or about market prices prevailing at the times of purchase. Each of CW's and CWE's inventory and supplies are of a quality and in quantities saleable, or usable, as the case may be, in the ordinary course of their business. Each of CW's and CWE's inventory is valued at the lower of cost or market price as reflected in CW's and CWE's books of account.

3.9 Product Warranties. Except as set forth in Schedule 3.9, to the best knowledge of CWE there is no significant design, manufacturing, or other defect in any product sold by CW and CWE which has resulted in the past, or could result in the future, in any required recall, repair, replacement, credit or refund for which CW or CWE would be responsible.

3.10 Accounts Receivable. As of the Closing, CW's and CWE's accounts receivable will be valid, legal and subsisting accounts, enforceable in accordance with their respective terms and arising from bona fide transactions in the ordinary course of business and will be collectible in amounts not less than the aggregate amount thereof carried on the books of CW and CWE, net of reserves. To the best knowledge of CW and CWE, the collectibility of each account receivable will not be impaired by any right of return, statute of limitation, right of set-off, counterclaim or defense.

3.11 Liability. Each liability shown on CWE's Latest Balance Sheet represents a valid obligation of CW incurred in the ordinary course of CW's business.

3.12 Consents. Except as set forth in Schedule 3.12, no consent, approval, qualification, order or authorization of, or filing with, any governmental authority, including any court or other third party, is required in connection with the valid execution, delivery or performance of this Agreement by CWE or the consummation by CWE of the transactions contemplated hereby.

3.13 Intangible Rights. Schedule 3.13 contains an accurate and complete list of all material intangible rights utilized in connection with CW's and CWE's business. To the best knowledge of CWE, these intangible rights are being lawfully used in CW's and CWE's business and may be so used without payment to,

or interference from, any party, and there has been no assignment, license or other authorization given to any party to use any of these intangible rights. Except as set forth in Schedule 3.13(a), to the best knowledge of CWE, each of CW and CWE has the right to use, without payment to any third party, all proprietary rights used in CW's business. CW has not received any notice, nor does CWE have any reason to believe, that any of these intangible rights are being infringed upon by any third party.

3.14 Employees. Each of CWE and CW has no contract or agreement with any labor union or other collective bargaining group and has not been involved in any strike, work stoppage, lock out or unfair labor practice, as such term is defined in the National Labor Relations Act, as amended, of any kind or nature. No employee of CWE or CW has petitioned for a collective bargaining representation election and no union is currently attempting to organize any of the employees of CWE or CW. To the best knowledge of CWE, each of CWE and CW is in compliance in all material respects with all federal and state laws governing employment, employment practices and the terms and conditions of employment. Except as described on Schedule 3.14, each of CWE and CW has no pension, profit sharing, bonus, retirement, stock purchase, deferred compensation, group health, major medical disability, or life insurance plans or other similar plans providing retirement or welfare benefits to the employees of CWE or CW.

3.15 Contracts, Agreements, Leases and Commitments. Except for the contracts, agreements, leases and commitments listed on Schedule 3.15, each of CWE or CW is not a party to or bound by any material contract, agreement, lease or other commitment. All of the contracts listed in Schedule 3.15 are in full force and effect without amendment or modification, other than sales orders or purchase orders entered into in the ordinary course of CW's business. Except as set forth in Schedule 3.15, to the best knowledge of CWE, each of CWE or CW is not in default under any contract and has not received notice of any alleged default by it under any contract which has not been waived under that contract.

3.16 Litigation. Except as set forth in Schedule 3.16, there are no actions, suits, proceedings or claims pending or, to the best knowledge of CWE, threatened against or affecting each of CWE or CW, its business or assets or properties. There are no judgments, orders or decrees outstanding against each of CWE or CW. Neither CW nor CWE has any knowledge of any pending or threatened proceeding which would, in any manner, impair or curtail the operation of CW's or CWE's business in the manner currently operated and neither CW nor CWE has any knowledge of any other condition which would, in any manner, impair or curtail in any material respect the conduct of CWE's or CW's business in the manner currently operated.

3.17 Condemnation; Assessments; Defects. Neither CWE nor CW has received any notice of any condemnation action or special assessment being contemplated with respect to their premises or any of their properties or any notice from any governmental authority or insurance company of any defect or inadequacy in these premises or properties or any part thereof.

3.18 Compliance with Law. To the best knowledge of CW and CWE, each of CWE and CW is in compliance, in all material respects, with all applicable laws, rules, regulations or requirements of any governmental authority, federal, state or local, relating to its business, including, without limitation, the impact of its business upon the environment, and the continued operation of its business in the manner heretofore conducted will not violate, in any material respect, any existing statute, rule, regulation or order, federal, state or local. Neither CWE, CW nor their officers, directors or representatives has received notice of any violation with respect to CWE's or CW's business and operations.

3.19 Taxes. To the best knowledge of CWE:

(a) CWE and CW have filed with the appropriate federal, state and local governmental authorities all tax returns required to be filed with respect to their business and properties and have paid all assessments shown to be due and claimed to be due on all such tax returns.

(b) There are no additional assessments due or claimed to be due with respect to such filed returns.

(c) Except as disclosed in Schedule 3.19, each of CWE and CW has not executed or filed any agreement extending the period for assessment or collection of any tax nor is CWE or CW a party to any action or proceeding by any governmental authority for the assessment or collection of taxes of CWE or CW.

(d) All returns filed by CWE and CW constitute complete and accurate representations of the tax liabilities for such years and accurately set forth all items (to the extent required to be included or reflected in such returns) relevant to the future tax liabilities, including the tax bases of the properties and assets;

(e) The financial statements of CWE fairly present the charges, accruals, and reserves for taxes of CWE and CW for all taxes payable by CWE and CW for any period prior to the Closing for which no return has yet been filed;

(f) No examination of the tax returns of CWE or CW is currently in progress nor, to the best knowledge of CWE, is any such examination threatened; and

(g) None of the returns of either CWE or CW have been reviewed or audited by applicable federal, state, local, and foreign taxing authorities and none of the returns have received clearances or other indications of approval from applicable federal, state, local, and foreign taxing authorities. To the best knowledge of CWE, no issue or issues have been raised in connection with any prior or pending review or audit of said federal, state, local, or foreign returns which CWE reasonably believes may be expected to be raised in the future by such taxing authorities in connection with the audit or review of the returns of either CWE or CW.

For purposes of this Section the term "tax" (and with corresponding meanings "taxes" and "taxable") shall include without limitation all federal, provincial, state, local and foreign net income, profits, alternative add-on minimum tax, gross income, value added, franchise, gross receipts, sales, use, ad valorem, occupation, license, excise, payoff, stamp, premium, withholding, real and personal property, and other taxes, and related or similar governmental charges, tariffs, customs duties, assessments, together with any interest, fines, and penalties or addition to tax imposed with respect to the foregoing.

3.20 Insurance. Each of CWE's and CW's assets, property and business are covered by insurance policies of the types customarily carried by businesses such as that of CW and CWE, which policies are in full force and effect with all premiums due thereon covering all periods up to and including the Closing paid or accrued. Such policies are adequate in amount, scope and coverage to protect CW and CWE against any material loss of assets or property or any interruption in its operations customarily insured against. Schedule 3.20 sets forth an accurate and complete list of each insurance policy owned or maintained by CWE and CW. Neither CWE nor CW has received any notice of cancellation with respect to any such policy, no claims are pending under any such policy and, to the best knowledge of CWE, there is no basis for any insurer thereunder to terminate any such policy.

3.21 Books of Account and Records. Each of CWE's and CW's books of account fairly reflect its income, expenses, assets and liabilities and have been maintained in accordance with sound business practices. The customer and supplier records of CW are in all respects complete and correct and have been maintained in accordance with sound business practices and in conformity with all applicable government laws, rules and regulations.

3.22 Undisclosed Liabilities. Except as set forth in Schedule 3.22, to the best knowledge of CWE and CW, each of CWE and CW has no material liabilities of any nature except to the extent reflected, or reserved against, in CWE's Latest Balance Sheet, whether accrued, absolute, contingent, or otherwise,

including, without limitation, tax liabilities and interest due or to become due.

3.23 Absence of Certain Changes. Except as contemplated by this Agreement or disclosed in Schedule 3.23, since September 30, 1991, each of CWE and CW have not done or allowed to occur any of the following:

(a) operated its business or dealt with its assets and property other than in the ordinary course;

(b) cancelled or compromised any debt or claim other than immaterial adjustments in the ordinary course of business;

(c) released, transferred or granted any rights;

(d) suffered any material adverse change in its financial condition, properties or business or obtained knowledge of any present or future business condition which could materially adversely affect any of its assets, properties or business, or which could prevent it from carrying on its business in substantially the same manner as that in which it is being conducted;

(e) suffered any material damage, destruction, or loss of or to its property, whether or not covered by insurance;

(f) declared or paid any dividend or other distribution in respect to CW's capital stock or any direct or indirect redemption, purchase, or other acquisition of any such stock;

(g) made, amended or cancelled any contract, agreement, lease, order or other commitment (other than sales or purchase orders in the ordinary course of business) or, except to the extent waived by the other party thereto, failed to keep any of them in full force and effect or to perform any of its obligations thereunder;

(h) increased the salary or wages of any director or officer in excess of 5%;

(i) incurred any liabilities or obligations, whether absolute or contingent, accrued or otherwise, other than ordinary operating expenses which in the aggregate do not materially adversely affect its business or financial condition;

(j) entered into any transaction, done any act or thing or suffered any act or thing to be done which would result in any representation or warranty of CWE contained in this Agreement becoming untrue immediately after the consummation of such transaction; or

(k) pledged or subjected to lien or to any other charge or encumbrance any of its assets or properties other than in the ordinary course of business.

3.24 Access to Records. From the date of this Agreement to the Closing, CWE and CW will (1) give to Random and its representatives full access during normal business hours to all of their offices, books, records, contracts, and other corporate documents and properties so that Random may inspect them, and (2) to furnish such information concerning CWE's and CW's properties and affairs as Random may reasonably request.

3.25 Real Property and Leaseholds. Each of CWE and CW does not own any real property. Schedule 3.15 attached hereto contains a description of each lease of real property under which CW and CWE is a lessee, lessor, sublessee, or sublessor.

3.26 Indebtedness to and from Officers, Directors, and Shareholders. Except as set forth in Schedule 3.26, each of CWE and CW are not indebted, directly or indirectly, to any person who is an officer, director, or shareholder of CWE or CW or any affiliate of any such person in any amount whatsoever, other than for salaries for services rendered or reimbursable business expenses, nor is any such officer, director, shareholder, or affiliate indebted to CW or CWE except for advances made by CW or CWE to employees of CW or CWE in the ordinary course of business.

3.27 Authority. CWE has full corporate power and authority to enter into this Agreement and to carry out its obligations hereunder, subject to the approval of its shareholders as required pursuant to Section 7.8, and will deliver to Random at the Closing a certified copy of Resolutions of its Board of Directors authorizing execution of this Agreement by its officers and performance thereunder, and approval of the Merger by the shareholders. Execution of this Agreement and performance by CWE hereunder has been duly authorized by all requisite corporate action on the part of CWE, and this Agreement constitutes a valid and binding obligation of CWE and performance hereunder will not violate any provision of CWE's Articles of Incorporation, Bylaws, agreements, mortgages, or other commitments except that (i) the enforcement of certain rights and remedies created by this Agreement is subject to bankruptcy, insolvency, reorganization and similar laws of general application affecting the rights and remedies of parties, (ii) the enforceability of any particular provision of this Agreement under principles of equity or the availability of equitable remedies, such as specific performance, injunctive relief, waiver or other equitable remedies, is subject to the discretion of courts of competent jurisdiction, and (iii) any court or administrative body may refuse to enforce the choice of law provisions of Section 10.7 of this Agreement.

3.28 Disclosure. To the best knowledge of CWE and CW, no representation or warranty by CWE or CW contained in this Agreement or in any document, statement, or certificate furnished, or to be furnished, to Random pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact required to be stated or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they were or are made, not false or misleading.

3.29 Filings with the Securities and Exchange Commission. To the best knowledge of CWE, CWE has made all filings with the Securities and Exchange Commission ("SEC") that it has been required to make under the Securities Act of 1933 and the Securities Exchange Act of 1934 (collectively the "Public Reports"). Each of the Public Reports has complied with the Securities Act of 1933 and the Securities Exchange Act of 1934 in all material respects. None of the Public Reports as of their respective dates, contain any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Section 4. Representations, Warranties, and Covenants of Random

For purposes of this Section 4, any reference to the "the best knowledge of Random" shall mean the best of Random's knowledge only after diligent inquiry by Random with respect to the matter referenced. Random represents and warrants to, and covenants with, CWE as follows:

4.1 Corporate Status. Random is a corporation duly organized, validly existing, and in good standing under the laws of the State of Colorado and is licensed or qualified as a foreign corporation in all states in which the nature of its business or the character or ownership of its properties makes such licensing or qualification necessary. Random has all requisite power and authority, and all licenses, franchises, permits and authorizations necessary to carry on its business as currently conducted and to own, lease and operate the assets, property and business now owned and operated by it except as set forth in Schedule 4.1, where the failure to have such licenses, franchises, permits and authorizations would not have a material adverse effect on its financial condition, results of operations, assets, property, liabilities or business.

4.2 Capitalization. The authorized capital stock of Random consists of 50,000,000 shares of common stock, having a par value of $.0001 per share, of which 6,885,062 shares are

issued and outstanding, fully paid, and nonassessable. Except as set forth in Schedule 4.2, there are no outstanding warrants, options or other agreements to acquire securities of Random.

4.3 Subsidiaries and Affiliates. Random does not, directly or indirectly, own any interest in or control any other corporation, partnership, limited liability company, joint venture, association or other form of business organization, except as set forth in Schedule 4.3.

4.4 Financial Statements. To the best knowledge of Random, the audited financial statements of Random furnished to CWE consisting of (1) balance sheets of the Random as of August 31, 1991 ("Random's Latest Balance Sheet"), and August 31, 1990, and the related consolidated statements of operations, stockholders' equity and cash flows for the years ended August 31, 1991, 1990 and 1989, are true and accurate statements of the financial condition and the results of operations of Random as of the dates and for the periods involved, and such statements were prepared in accordance with generally accepted accounting principles consistently applied.

4.5 Interim Statements. Any unaudited monthly balance sheets of Random and the related unaudited statements of income and retained earnings for the monthly and fiscal year to date periods then ended, which Random hereby covenants to furnish to CWE, will present fairly the financial condition of Random as of the dates thereof and the results of its operations for the periods then ended, in accordance with books and records of Random and in conformity with generally accepted accounting principles consistently applied (except for accruals and adjustments normally made at year-end).

4.6 Title to Property. Except as set forth in Schedule 4.6, Random has good and valid title to all the properties and assets, real and personal, reflected on Random's Latest Balance Sheet and owns these assets free and clear of all liens, claims, charges or encumbrances of any kind or description other than (i) liens for the current year's taxes not yet due and payable and (ii) liens securing the liabilities shown on Random's Latest Balance Sheet, with respect to which no default exists. The properties and assets reflected in Random's Latest Balance Sheet include all the assets, rights and property utilized exclusively by Random in the conduct of Random's business and all other assets, rights and property necessary for the conduct of Random's business.

4.7 Condition of Assets. The properties and assets of Random as listed on Random's Latest Balance Sheet are, and as of the Closing will be, in good operating condition and suitable for continued use in the same manner as heretofore used and, except as disclosed in Schedule 4.7, the equipment and vehicles constitute all the equipment and vehicles that are necessary to

continue effectively the operation of the business of Random that is currently conducted.

4.8 Inventory and Supplies. Random's inventory and supplies as of the Closing will have been purchased in the ordinary course of business at or about market prices prevailing at the times of purchase. Random's inventory and supplies are of a quality and in quantities saleable, or usable, as the case may be, in the ordinary course of their business. Random's inventory is valued at the lower of cost or market price as reflected in Random's books of account.

4.9 Product Warranties. Except as set forth in Schedule 4.9, to the best knowledge of Random there is no significant design, manufacturing, or other defect in any product sold by Random which has resulted in the past, or could result in the future, in any required recall, repair, replacement, credit or refund for which Random would be responsible.

4.10 Accounts Receivable. As of the Closing, Random's accounts receivable will be valid, legal and subsisting accounts, enforceable in accordance with their respective terms and arising from bona fide transactions in the ordinary course of business and will be collectible in amounts not less than the aggregate amount thereof carried on the books of Random, net of reserves. To the best knowledge of Random, the collectibility of each account receivable will not be impaired by any right of return, statute of limitation, right of set-off, counterclaim or defense.

4.11 Liability. Each liability shown on Random's Latest Balance Sheet represents a valid obligation of Random incurred in the ordinary course of Random's business.

4.12 Consents. Except as set forth in Schedule 4.12, no consent, approval, qualification, order or authorization of, or filing with, any governmental authority, including any court or other third party, is required in connection with the valid execution, delivery or performance of this Agreement by Random or the consummation by Random of the transactions contemplated hereby.

4.13 Intangible Rights. Schedule 4.13 contains an accurate and complete list of all material intangible rights utilized in connection with Random's business. To the best knowledge of Random, these intangible rights are being lawfully used in Random's business and may be so used without payment to, or interference from, any party, and there has been no assignment, license or other authorization given to any party to use any of these intangible rights. Except as set forth in Schedule 4.13(a), to the best knowledge of Random, Random has the right to use, without payment to any third party, all proprietary rights used in their business. Random has not received any notice, nor does Random have any reason to believe, that any of

these intangible rights are being infringed upon by any third party.

4.14 Employees. Random has no contract or agreement with any labor union or other collective bargaining group and has not been involved in any strike, work stoppage, lock out or unfair labor practice, as such term is defined in the National Labor Relations Act, as amended, of any kind or nature. No employee of Random or Retail has petitioned for a collective bargaining representation election and no union is currently attempting to organize any of the employees of Random. To the best knowledge of Random, each of Random is in compliance in all material respects with all federal and state laws governing employment, employment practices and the terms and conditions of employment. Except as described on Schedule 4.14, Random has no pension, profit sharing, bonus, retirement, stock purchase, deferred compensation, group health, major medical disability, or life insurance plans or other similar plans providing retirement or welfare benefits to the employees of Random.

4.15 Contracts, Agreements, Leases and Commitments. Except for the contracts, agreements, leases and commitments listed on Schedule 4.15, Random is not a party to or bound by any material contract, agreement, lease or other commitment. All of the contracts listed in Schedule 4.15 are in full force and effect without amendment or modification, other than sales orders or purchase orders entered into in the ordinary course of business. Except as set forth in Schedule 4.15, to the best knowledge of Random, Random is not in default under any contract and has not received notice of any alleged default by it under any contract which has not been waived under that contract.

4.16 Litigation. Except as set forth in Schedule 4.16, there are no actions, suits, proceedings or claims pending or, to the best knowledge of Random, threatened against or affecting Random, its business or assets or properties. There are no judgments, orders or decrees outstanding against Random. Random has no knowledge of any pending or threatened proceeding which would, in any manner, impair or curtail the operation of their business in the manner currently operated and Random has no knowledge of any other condition which would, in any manner, impair or curtail in any material respect the conduct of their business in the manner currently operated.

4.17 Condemnation; Assessments; Defects. Random has not received any notice of any condemnation action or special assessment being contemplated with respect to its premises or any of its properties or any notice from any governmental authority or insurance company of any defect or inadequacy in these premises or properties or any part thereof.

4.18 Compliance with Law. To the best knowledge of Random, Random is in compliance, in all material respects, with

all applicable laws, rules, regulations or requirements of any governmental authority, federal, state or local, relating to its business, including, without limitation, the impact of its business upon the environment, and the continued operation of its business in the manner heretofore conducted will not violate, in any material respect, any existing statute, rule, regulation or order, federal, state or local. Neither Random nor its officers, directors or representatives has received notice of any violation with respect to their business and operations.

4.19 Taxes. To the best knowledge of Random:

(a) Random has filed with the appropriate federal, state and local governmental authorities all tax returns required to be filed with respect to its business and properties and has paid all assessments shown to be due and claimed to be due on all such tax returns.

(b) There are no additional assessments due or claimed to be due with respect to such filed returns.

(c) Except as disclosed in Schedule 4.19, Random has not executed or filed any agreement extending the period for assessment or collection of any tax nor is Random a party to any action or proceeding by any governmental authority for the assessment or collection of taxes.

(d) All returns filed by Random constitute complete and accurate representations of the tax liabilities for such years and accurately set forth all items (to the extent required to be included or reflected in such returns) relevant to the future tax liabilities, including the tax bases of the properties and assets;

(e) The financial statements of Random fairly present the charges, accruals, and reserves for taxes of Random and Retail for all taxes payable by Random for any period prior to the Closing for which no return has yet been filed;

(f) No examination of the tax returns of Random is currently in progress nor, to the best knowledge of Random, is any such examination threatened; and

(g) None of the returns of either Random has been reviewed or audited by applicable federal, state, local, and foreign taxing authorities and none of the returns have received clearances or other indications of approval from applicable federal, state, local, and foreign taxing authorities. To the best knowledge of Random, no issue or issues have been raised in connection with any prior or pending review or audit of said federal, state, local, or foreign returns which Random reasonably believes may be expected to be raised in the future by such taxing authorities in

connection with the audit or review of the returns of Random.

For purposes of this Section the term "tax" (and with corresponding meanings "taxes" and "taxable") shall include without limitation all federal, provincial, state, local and foreign net income, profits, alternative add-on minimum tax, gross income, value added, franchise, gross receipts, sales, use, ad valorem, occupation, license, excise, payoff, stamp, premium, withholding, real and personal property, and other taxes, and related or similar governmental charges, tariffs, customs duties, assessments, together with any interest, fines, and penalties or addition to tax imposed with respect to the foregoing.

4.20 Insurance. Random's assets, property and business are covered by insurance policies of the types customarily carried by businesses such as that of Random, which policies are in full force and effect with all premiums due thereon covering all periods up to and including the Closing paid or accrued. Such policies are adequate in amount, scope and coverage to protect Random against any material loss of assets or property or any interruption in its operations customarily insured against. Schedule 4.20 sets forth an accurate and complete list of each insurance policy owned or maintained by Random. Random has not received any notice of cancellation with respect to any such policy, no claims are pending under any such policy and, to the best knowledge of Random, there is no basis for any insurer thereunder to terminate any such policy.

4.21 Books of Account and Records. Random's books of account fairly reflect its income, expenses, assets and liabilities and have been maintained in accordance with sound business practices. The customer and supplier records of Random are in all respects complete and correct and have been maintained in accordance with sound business practices and in conformity with all applicable government laws, rules and regulations.

4.22 Undisclosed Liabilities. Except as set forth in Schedule 4.22, to the best knowledge of Random, Random has no material liabilities of any nature except to the extent reflected, or reserved against, in Random's Latest Balance Sheet, whether accrued, absolute, contingent, or otherwise, including, without limitation, tax liabilities and interest due or to become due.

4.23 Absence of Certain Changes. Except as contemplated by this Agreement or disclosed in Schedule 4.23, since August 31, 1991, Random has not done or allowed to occur any of the following:

(a) operated its business or dealt with its assets and property other than in the ordinary course;

(b) cancelled or compromised any debt or claim other than immaterial adjustments in the ordinary course of business;

(c) released, transferred or granted any rights;

(d) suffered any material adverse change in its financial condition, properties or business or obtained knowledge of any present or future business condition which could materially adversely affect any of its assets, properties or business, or which could prevent it from carrying on its business in substantially the same manner as that in which it is being conducted;

(e) suffered any material damage, destruction, or loss of or to its property, whether or not covered by insurance;

(f) declared or paid any dividend or other distribution in respect to Random's capital stock or any direct or indirect redemption, purchase, or other acquisition of any such stock;

(g) made, amended or cancelled any contract, agreement, lease, order or other commitment (other than sales or purchase orders in the ordinary course of business) or, except to the extent waived by the other party thereto, failed to keep any of them in full force and effect or to perform any of its obligations thereunder;

(h) increased the salary or wages of any director or officer;

(i) incurred any liabilities or obligations, whether absolute or contingent, accrued or otherwise, other than ordinary operating expenses which in the aggregate do not materially adversely affect its business or financial condition;

(j) entered into any transaction, done any act or thing or suffered any act or thing to be done which would result in any representation or warranty of CWE contained in this Agreement becoming untrue immediately after the consummation of such transaction; or

(k) pledged or subjected to lien or to any other charge or encumbrance any of its assets or properties other than in the ordinary course of business.

4.24 Access to Records. From the date of this Agreement to the Closing, Random will (1) give to CWE and its representatives full access during normal business hours to all of the offices, books, records, contracts, and other corporate documents and properties of Random so that CWE may inspect them,

and (2) to furnish such information concerning those properties and affairs as CWE may reasonably request.

4.25 Real Property and Leaseholds. Random does not own any real property. Schedule 4.15 attached hereto contains a description of each lease of real property under which Random is a lessee, lessor, sublessee, or sublessor.

4.26 Indebtedness to and from Officers, Directors, and Shareholders. Except as set forth in Schedule 4.26, Random is not indebted, directly or indirectly, to any person who is an officer, director, or shareholder of Random or any affiliate of any such person in any amount whatsoever, other than for salaries for services rendered or reimbursable business expenses, nor is any such officer, director, shareholder, or affiliate indebted to Random except for advances made by Random to employees of Random in the ordinary course of business.

4.27 Authority. Random has full corporate power and authority to enter into this Agreement and to carry out its obligations hereunder, and will deliver to CWE at the Closing a certified copy of Resolutions of their Boards of Directors authorizing execution of this Agreement by its officers and performance thereunder, and approval of the Merger by Random. Execution of this Agreement and performance by Random hereunder has been duly authorized by all requisite corporate action on the part of Random, and this Agreement constitutes a valid and binding obligation of Random and performance hereunder will not violate any provision of Random's Articles of Incorporation, Bylaws, agreements, mortgages, or other commitments except that (i) the enforcement of certain rights and remedies created by this Agreement is subject to bankruptcy, insolvency, reorganization and similar laws of general application affecting the rights and remedies of parties, (ii) the enforceability of any particular provision of this Agreement under principles of equity or the availability of equitable remedies, such as specific performance, injunctive relief, waiver or other equitable remedies, is subject to the discretion of courts of competent jurisdiction, and (iii) any court or administrative body may refuse to enforce the choice of law provisions of Section 10.7 of this Agreement.

4.28 Disclosure. To the best knowledge of Random, no representation or warranty by Random contained in this Agreement or in any document, statement, or certificate furnished, or to be furnished, to CWE pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact required to be stated or necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they were or are made, not false or misleading.

4.29 Filings with the Securities and Exchange Commission. To the best knowledge of Random, Random has made all filings with the Securities and Exchange Commission ("SEC") that it has been required to make under the Securities Act of 1933 and the Securities Exchange Act of 1934 (collectively the "Public Reports"). Each of the Public Reports has complied with the Securities Act of 1933 and the Securities Exchange Act of 1934 in all material respects. None of the Public Reports as of their respective dates, contain any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

4.30 Filing of Registration Statement with the SEC. As soon as practicable, Random, with the assistance and cooperation of CWE, shall prepare and file a Registration Statement with the SEC covering the Random Stock to be issued to the CWE shareholders as provided in this Agreement. Random shall use its best effort to cause the Registration Statement to become effective as soon as possible. Thereafter, Random shall utilize its best effort through the most efficient and cost-effective means it deems available to enable it to issue registered shares of Random Stock to the former CWE shareholders on the Second Closing Date and Third Closing Date.

Section 5. Conduct of CWE Pending the Closing

5.1 CWE agrees that CWE and CW will conduct themselves in the following manner pending the Closing:

Except for the transactions provided for in this Agreement, each of CWE and CW shall carry on its business and activities, diligently and in substantially the same manner as they previously have been carried on, and, without the written consent of Random, shall not institute or use any methods of purchase, sale, lease, management, accounting or operation that are inconsistent with practices normally followed by CWE or CW or that vary substantially from those methods used by CWE or CW as of the date of this Agreement.

From the date of this Agreement to the Closing, each of CWE and CW will not do or otherwise allow to occur or exist any of the following except as otherwise expressly contemplated by this Agreement or unless Random gives its prior written approval: (i) amend or otherwise change its Articles of Incorporation or Bylaws; (ii) issue or sell or authorize for issuance or sale additional shares of any class of capital stock, or subscriptions, options (including employee stock options), warrants, rights or convertible securities or other agreements obligating CWE or CW to issue shares of its capital stock; (iii) declare, set aside, make or pay any dividend or other

distribution with respect to its capital stock; (iv) redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock; (v) issue any instrument which permits participation in the revenues or profits of CWE or CW except in the ordinary course of its business; (vi) incur any indebtedness except in the ordinary course of CWE's or CW's business; (vii) permit the sale or encumbrance of any material part of the assets of CWE or CW except for sales and encumbrances in the ordinary course of CWE's or CW's business; (viii) enter into any employment or severance agreements or similar agreements with any person; or (ix) agree to make, engage in or allow to occur or continue any of the following:

(a) Any material transaction except a transaction that is undertaken in the ordinary course of business as conducted in the same manner as business was conducted on June 30, 1991;

(b) Any capital expenditure exceeding $50,000;

(c) Any change in accounting methods or practices (including, without limitation, any change in depreciation or amortization policies or rates);

(d) Any increase in the salary or other compensation payable or to become payable to any of its officers or directors, or the declaration, payment, or commitment or obligation of any kind for the payment of a bonus or other additional salary or compensation to any such person;

(e) The material amendment or termination of any material contract, agreement, or license to which it is a party, except in the ordinary course of business;

(f) Any loan to any person or entity, or the guaranteeing of any loan, except in the ordinary course of business;

(g) Any mortgage, pledge or other encumbrance of any of its assets except in the ordinary course of business; or

(h) The waiver or release of any right or claim, except in the ordinary course of business.

CWE shall use its best efforts to preserve CW's business organization intact, to keep CW's present officers and employees available to it, and to preserve CW's present relationships with suppliers, customers and others having business relationships with CW.

5.2 No Shopping. Until the consummation of the transactions contemplated by this Agreement or the termination of this Agreement, neither CWE or CW or any of their authorized representatives will take any action to communicate, solicit, or

encourage (including furnishing any non-public information concerning CW's business, properties, or assets) or participate in any discussion or negotiations with regard to any Acquisition Proposal (as defined below). If an Acquisition Proposal is received by CWE or CWE is aware of any person that has indicated that it may be considering making an Acquisition Proposal, CW will promptly notify Random of that fact. As used herein, "Acquisition Proposal" means any proposal or offer for a merger or other business combination involving CW or for the acquisition of a substantial equity interest in, or substantial portion of the assets or the capital stock of, CW (other than the transactions contemplated by this Agreement).

Section 6. Conduct of Random

6.1 Random agrees that it will conduct itself in the following manner pending the Closing:

Except for the transactions provided for in this Agreement, Random shall carry on its business and activities, diligently and in substantially the same manner as they previously have been carried on, and, without the written consent of CWE, shall not institute or use any methods of purchase, sale, lease, management, accounting or operation that are inconsistent with practices normally followed by Random or that vary substantially from those methods used by Random as of the date of this Agreement.

From the date of this Agreement to the Closing, Random will not do or otherwise allow to occur or exist any of the following except as otherwise expressly contemplated by this Agreement or unless CWE gives its prior written approval: (i) amend or otherwise change its Articles of Incorporation or Bylaws; (ii) issue or sell or authorize for issuance or sale additional shares of any class of capital stock, or subscriptions, options (including employee stock options), warrants, rights or convertible securities or other agreements obligating Random to issue shares of its capital stock; (iii) declare, set aside, make or pay any dividend or other distribution with respect to its capital stock; (iv) redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock; (v) issue any instrument which permits participation in the revenues or profits of Random except in the ordinary course of its business; (vi) incur any indebtedness except in the ordinary course of Random's business; (vii) permit the sale or encumbrance of any material part of the assets of Random except for sales and encumbrances in the ordinary course of Random's business; (viii) enter into any employment or severance agreements or similar agreements with any person; or (ix) agree to make, engage in or allow to occur or continue any of the following:

(a) Any material transaction except a transaction that is undertaken in the ordinary course of business as conducted in the same manner as business was conducted on August 31, 1991;

(b) Any capital expenditure exceeding $50,000;

(c) Any change in accounting methods or practices (including, without limitation, any change in depreciation or amortization policies or rates);

(d) Any increase in the salary or other compensation payable or to become payable to any of its officers or directors, or the declaration, payment, or commitment or obligation of any kind for the payment of a bonus or other additional salary or compensation to any such person;

(e) The material amendment or termination of any material contract, agreement, or license to which it is a party, except in the ordinary course of business;

(f) Any loan to any person or entity, or the guaranteeing of any loan, except in the ordinary course of business;

(g) Any mortgage, pledge or other encumbrance of any of its assets except in the ordinary course of business; or

(h) The waiver or release of any right or claim, except in the ordinary course of business.

Random shall use its best efforts to preserve its business organization intact, to keep its present officers and employees available to it, and to preserve its present relationships with suppliers, customers and others having business relationships with Random.

6.2 No Shopping. Until the consummation of the transactions contemplated by this Agreement or the termination of this Agreement, neither Random nor any of its authorized representatives will take any action to communicate, solicit, or encourage (including furnishing any non-public information concerning Random's business, properties, or assets) or participate in any discussion or negotiations with regard to any Acquisition Proposal (as defined below). If an Acquisition Proposal is received by Random or Random is aware of any person that has indicated that it may be considering making an Acquisition Proposal, Random will promptly notify CWE of that fact. As used herein, "Acquisition Proposal" means any proposal or offer for a merger or other business combination involving Random or for the acquisition of a substantial equity interest in, or substantial portion of the assets or the capital stock of, Random (other than the transactions contemplated by this Agreement).

Section 7. Conditions Precedent - CWE

All obligations of CWE under this Agreement are subject, at CWE's option, to the fulfillment, before or at the Closing, of each of the following conditions:

7.1 Representations and Warranties True at Closing. The representations and warranties of Random contained in this Agreement shall be deemed to have been made again at and as of the Closing and shall then be true in all material respects, and Random shall not have suffered any material loss from the date of Random's Latest Balance Sheet.

7.2 Due Performance. Random shall have performed and complied with all the terms and conditions required by this Agreement to be performed or complied with by them before the Closing.

7.3 Officer's Certificate. CWE shall have been furnished with certificates signed by the president and secretary of Random, dated as of the Closing certifying (1) as to the matters set forth above in Sections 7.1 and 7.2, and (2) that since August 31, 1991, there has been no material adverse change in the financial condition, business, or properties of Random.

7.4 Opinion of Counsel. Random shall have delivered to CWE an opinion of Bradley A. Cromer, P.C., dated as of the Closing, with respect to the consummation of the transactions contemplated by this Agreement in substantially the form attached as Schedule 7.4.

7.5 Books and Records. Random shall have made available to CWE all books and records of Random, including minute books and stock transfer records.

7.6 Absence of Litigation. No litigation, proceeding, governmental investigation, or governmental inquiry shall be pending or threatened at the Closing in which it is sought or threatened to restrain, enjoin, restrict, limit, or prohibit (or to obtain substantial damages as a result of) the consummation of the transactions contemplated by this Agreement, and Random shall have delivered to CWE certificates signed by the president and secretary of Random, dated the Closing Date, confirming such fact to the best of their knowledge.

7.7 Proceedings and Documentation. All corporate and other proceedings required to carry out the transactions contemplated by this Agreement and all instruments and other documents relating to such transaction shall be reasonably satisfactory in form and substance to Bearman & Talesnick Professional Corporation, and CWE shall have been furnished with

such other instruments and documents as such counsel for CWE shall have reasonably requested.

7.8 Registration Statement and Shareholder Approval. The Registration Statement registering the Random shares to be issued to the former CWE shareholders as provided in Section 1. shall have been declared effective by the SEC, and the prospectus portion of such Registration Statement shall have been duly delivered to the CWE shareholders in accordance with the rules and regulations of the SEC and the provisions of the Colorado Corporation Code. The shareholders of CWE shall have approved the Merger in accordance with the provisions of the Colorado Corporation Code.

7.9 Employment Agreements. CW shall have entered into an employment agreement with Gregory E. Kinnear. The obligations of CW shall have been guaranteed by Random in such employment agreement.

Section 8. Conditions Precedent - Random

All obligations of Random under this Agreement are subject, at the option of Random, to the fulfillment, before or at the Closing, of each of the following conditions:

8.1 Representations and Warranties True at Closing. CWE's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the Closing and shall then be true in all material respects, and CWE shall not have suffered any material loss from the date of CWE's Latest Balance Sheet.

8.2 Due Performance. CWE shall have performed and complied with all the terms and conditions required by this Agreement to be performed or complied with by it before the Closing.

8.3 Officer's Certificate. Random shall have been furnished with a certificate signed by the president and secretary of CWE, dated as of the Closing certifying (1) as to the matters set forth above in Sections 8.1 and 8.2, and (2) that since September 30, 1991, there has been no material adverse change in the financial condition, business, or properties of CWE.

8.4 Opinion of CWE's Counsel. Random shall have received an opinion of CWE's counsel, Bearman & Talesnick Professional Corporation, dated as of the Closing, with respect to the consummation of the transactions contemplated by this Agreement in substantially the form attached as Schedule 8.4.

8.5 Books and Records. CWE shall have made available to Random all books and records of CWE and CW, including minute books and stock transfer records.

8.6 Absence of Litigation. No litigation, proceeding, governmental investigation, or governmental inquiry shall be pending or threatened at the Closing Date in which it is sought or threatened to restrain, enjoin, restrict, limit, or prohibit (or to obtain substantial damages as a result of) the consummation of the transactions contemplated by this Agreement, and CWE shall have delivered to Random a certificate signed by the president and secretary of CWE, dated the Closing Date, confirming such fact to the best of their knowledge.

8.7 Proceedings and Documentation. All corporate and other proceedings required to carry out the transactions contemplated by this Agreement and all instruments and other documents relating to such transactions shall be reasonably satisfactory in form and substance to Bradley A. Cromer, P.C., and Random shall have been furnished with such other instruments and documents as such counsel for Random shall have reasonably requested.

8.8 Consents of CW Lenders. CW and CWE shall have obtained consents from those creditors of CW and CWE from whom CW and CWE is obligated to obtain their consent for the transactions contemplated by this Agreement.

8.9 Employment Agreements. CW shall have entered into an employment agreement with Gregory E. Kinnear.

8.10 Registration Statement and Shareholder Approval. The Registration Statement registering the Random shares to be issued to the former CWE shareholders as provided in Section 1 shall have been declared effective by the SEC, and the Prospectus portion of such Registration Statement shall have been duly delivered to the CWE shareholders in accordance with the rules and regulations of the SEC and the provisions of the Colorado Corporation Code. The shareholders of CWE shall have approved the Merger in accordance with the provisions of the Colorado Corporation Code.

8.11 Share Sale Agreements. Kenneth S. Kinkel and Adele M. Kinkel, principal shareholders of CWE, shall have entered into Share Sale Agreements in substantially the form attached as Schedule 8.11. Kenneth S. Kinkel and Adele M. Kinkel shall agree to vote their shares of CWE Stock in favor of the Random Merger at any CWE meeting of shareholders convened for that purpose.

8.12 Conversion of CWE Preferred Stock. All outstanding preferred stock of CWE shall be converted into shares of common stock of CWE prior to or simultaneous with the Effective Date.

8.13 Non-Compete Agreement. Kenneth S. Kinkel and Adele M. Kinkel shall have entered into a non-compete agreement with Random as set forth in Schedule 8.13 to this Agreement.

Section 9. Termination

This Agreement may be terminated prior to the Closing (1) by mutual consent in writing, (2) by Random if there has been a material misrepresentation or material breach of any representation, warranty, or covenant by CWE, or (3) by CWE if there has been a material misrepresentation or material breach of any representation, warranty or covenant by Random.

Section 10. General Provisions

10.1 Further Assurances. At any time, and from time to time, after the Closing, each Party will execute such additional instruments and take such action as may reasonably be required to evidence or effectuate the transactions contemplated by this Agreement or for the performance by any Party of any of their other respective obligations under this Agreement.

10.2 Amendment; Waiver. Except as otherwise expressly provided herein, this Agreement may be amended, modified, superseded, or cancelled, and any of the terms, representations, warranties, covenants or conditions hereto may be waived, only by a written instrument executed by the Parties hereto or, in the case of a waiver, by the Party hereto waiving compliance.

10.3 Brokers. Set forth in Schedule 11.3 is a description of all arrangements regarding brokers and finders.

10.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

(a) if to CWE or CW to:

Gregory E. Kinnear
c/o C W Electronics Sales Corp.
789 Sherman Street, Suite 600
Denver, Colorado 80203

with a copy (which shall not constitute notice) to:

Robert M. Bearman, Esq.
Bearman Talesnick & Clowdus
Professional Corporation
1200 17th Street, Suite 2600
Denver, Colorado 80202

(b) if to Random to:

Bruce A. Milliken
Random Access, Inc.
2370 S. Trenton Way
Denver, Colorado 80231

with a copy (which shall not constitute notice) to:

Bradley A. Cromer, P.C.
7345 East Peakview Avenue
Englewood, Colorado 80111

or to such other person or address as any Party hereto shall have specified by notice in writing to the other Parties hereto.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the Parties hereto relating to the transactions contemplated herein or the subject matter hereof. No representation, promise, or statement of intention has been made by any Party hereto which is not embodied in this Agreement or the written statements, certificates, exhibits, or other documents delivered pursuant hereto or in connection with the transactions contemplated hereby, and no Party hereto shall be bound by or liable for any alleged representation, promise, or statement of intention not set forth herein or therein.

10.6 Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.7 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.

10.8 Arbitration. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance, or interpretation hereof, shall be settled by arbitration in Denver, Colorado, in accordance with the Rules of the American Arbitration Association then existing, and judgment on the

arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

10.9 Expenses. Each of the Parties hereto shall be responsible for the fees and expenses of its counsel, accountants, and other experts and all other expenses incurred by it in connection with the preparation for, entering into, and consummation of the transactions contemplated by this Agreement and all other matters incident thereto.

10.10 Severability. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision contained herein.

10.11 Assignment. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their successors and assigns; provided, however, that any assignment by any Party of its rights under this Agreement without the written consent of the other Parties shall be void.

10.12 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.13 Assignment of CWE Revenues and Expenses. Because Random and CWE had reached agreement with regard to all principal terms by December 1, 1991, the parties hereto agree that upon the Effective Time the consolidated revenues and expenses of CWE subsequent to November 30, 1991 shall be assigned to Random.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date first above written.

RANDOM ACCESS, INC.

By: _____
Bruce A. Milliken, President

ATTEST:

_____
Patrick G. Smith, Secretary

CWE, INC.

By: _____
Gregory E. Kinnear, President

ATTEST:

_____
Kenneth S. Kinkel, Secretary

CW ELECTRONICS SALES CORP.
(As to Section 1.9 only)

By: _____
Gregory E. Kinnear, President

ATTEST:

_____
Kenneth S. Kinkel, Secretary

As to Sections 8.11 and 8.13 only:

_____
Kenneth S. Kinkel

_____
Adele M. Kinkel

CNTR3:

List of Schedules
to
Agreement and Plan of Reorganization

Schedules

Description	Schedule
Directors and Officers of Random	1.4
Conversion Ratio calculation	1.6
Exceptions to franchise, permits and authorizations necessary to carry on business	3.1 and 4.1
Agreements to acquire stock	4.2
Subsidiaries and Affiliates	3.3 and 4.3
Financial Statements	3.4 and 4.4
Liens and Encumbrances	3.6 and 4.6
Condition of assets	3.7 and 4.7
Product warranties	3.9 and 4.9
Consents	3.12 and 4.12
Intangible rights used	3.13 and 4.13
Claims to intangible rights	3.13(a) and 4.13(a)
Employee Benefit Plans	3.14 and 4.14
Contracts	3.15 and 4.15
Actions or claims	3.16 and 4.16
Taxes	3.19 and 4.19
Insurance Policies	3.20 and 4.20
Unreserved liabilities	3.22 and 4.22
Changes	3.23 and 4.23

Indebtedness to and from Officers, Directors, and Shareholders	3.26 and 4.26
Opinions of counsel	7.4 and 8.4
Share Sale Agreements	8.11
Non-Compete Agreement	8.13
Brokers and Finders	10.3

Schedule 1.4
Officers and Directors of Random Access, Inc.
as of the Effective Date are as follows:

Name	Title
Bruce A. Milliken	Chief Executive Officer, President and Director
John Gierscher	Chief Financial Officer, Treasurer and Director
Patrick G. Smith	Secretary, Vice President, and Director
Stephen B. Carlson	Director

SCHEDULE 1.6
conversion ratio calculation

The initial conversion of CWE common stock shall be made using the following formula.

Net tangible worth of CWE as of June 30, 1991 times two shall equal the initial value of CWE.

The initial value of CWE shall be divided by the total number of outstanding shares of CWE common stock at closing. This will determine the initial value per share of CWE common stock.

The value of Random Access stock shall be determined by taking an average of the closing bid price of Random Access stock as reported by NASDAQ for August 22, August 23 and August 26, 1991 and the three trading days prior to closing.

The value of a share of CWE stock shall be divided by the value of a share of Random stock to determine the conversion ratio. This ratio shall determine the amount of Random stock that each share of CWE will receive.

SCHEDULE 3.1

(Exceptions to franchise, permits and authorizations necessary to carry on CWE's and CW's business)

None known.

SCHEDULE 3.3

(Subsidiaries and Affiliates of CWE and CW)

CWE
CWE, Inc. owns 100% of the outstanding voting stock of CW Electronics Sales Corp.

CW
None known.

SCHEDULE 3.6

(Exceptions to liens against CWE's and CW's assets other than liens for current year's taxes not yet due and liens securing liabilities shown on CWE's latest balance sheet)

None known.

SCHEDULE 3.7

(Exceptions to assets on the balance sheet
in good operating condition and suitable for conunued use)

None known.

SCHEDULE 3.9

(Exceptions to significant design, manufacturing, or other defect in the products CW has sold)

None known.

SCHEDULE 3.12

(Exceptions to government or third party required to approve this transaction)

No government authorities are required to approve this transaction for CWE or CW.

The third parties required to approve this transaction are:

Mercantile Business Credit Inc.

SCHEDULE 3.13

(List of significant intangible rights used by CWE, Inc.)

Connecting Point of America franchise
Apple Computer reseller authorization
Compaq Computer reseller authorization
IBM Corp Retail authorization
Hewlett Packard reseller authorization
NEC Computer reseller authorization
US West cellular agent
Microsoft Software Business Partner
Novell Gold reseller authorization
Microsoft Lan Manager authorized reseller
SONY authorized reseller
Epson Computer reseller authorization
Service Authorizations with:

- Apple Computers
- Compaq Computers
- Epson Computers
- NEC Computers
- Hewlett Packard
- Hyundai
- Toshiba
- Radius

SCHEDULE 3.14

(Listing of all retirement and health insurance plans
for the employees of CW)

(CWE, Inc. has no employees.)

CW Electronics Savings Plan
a. 401(k) plan administered by The Principal Financial Group
b. Effective January 1, 1991

Master Group Contract: Lincoln National Health Plan of Colorado
a. Group No.: G45331
b. Effective January 1, 1991 through December 31, 1991

SCHEDULE 3.15

(Listing of all contracts, agreements, leases and commitments, other than sales orders or purchase orders entered into in the normal course of CWE's and CW's business)

Lease for 800 Lincoln St., Denver, Co.
Lease for 789 Sherman St., Denver, Co. (month to month)
Lease for 560 Raritan Way, Denver, Co.
Franchise agreement with Intelligent Electronics / Connecting Point
Reseller contracts with:
- Apple Computer
- IBM Corp
- Compaq Computer
- Hewlett Packard
- NEC
- SONY
- Microsoft
- Novell
- Epson Corp.

Financing Agreements with:
- Mercantile Business Credit Inc.
- ITT Commercial Credit

Purchase Agreement with CW Electronics Sales Co. and preferred stock agreement
Non-Compete agreement with Ham Radio Outlet
Extended Warranty agreement with IDS
Three officers' initial offering letters of employment (various dates)

SCHEDULE 3.19

(Listing of agreements extending statute of limitations on tax returns)

None known.

SCHEDULE 3.20

(Listing of all insurance policies owned or maintained by CW)

Crum Forester Insurance Company (Agent: Van Gilder, Inc.)

a. General liability
b. Automobile liability
c. Excess liability
d. Employers' liability
e. Property (store, warehouse and corporate offices)

State Compensation Insurance Authority (Agent: Van Gilder, Inc.)

a. Workers' compensation

Financial Insurance Services Corporation

a. Cargo transit insurance (incoming and outgoing)

Master Group Contract: Lincoln National Health Plan of Colorado

a. Employee health insurance plan

SCHEDULE 3.22

(Undisclosed liabilities)

None known that have not been disclosed or accrued in CWE's latest balance sheet.

SCHEDULE 3.23

(Known exceptions to Section 3.23)

Cancelled corporate office lease at 789 Sherman Street, Suite 600 pursuant to lease terms. Office space now being rented on a month-to-month basis. Landlord has not yet determined the exact monthly rent to be charged on an ongoing basis.

SCHEDULE 3.26

(Indebtedness to/from officers, directors and shareholders)

Indebtedness to officers, directors and shareholders:

Directors' Stock Bonus Plan shares have not been issued. Accrued as of September 30, 1991	$4,429.00
Preferred stock dividends accrued as of September 30, 1991	3,750.00

Indebtedness from officers, directors and shareholders:

None

Schedule 4.1
Exceptions to franchise, permits and
authorizations necessary to carry on business

No exceptions.

Schedule 4.2
Agreements to acquire stock

Random Access, Inc. has adopted, and the stockholders have approved, an Incentive Stock Option Plan (the "Option Plan") which provides for the grant of options for up to an aggregate of 500,000 shares of common stock. The purpose of the Option Plan is to make options available to certain employees of Random Access, Inc. in order to provide them with a more direct stake in the future of Random Access, Inc. and to encourage them to remain with Random Access, Inc. The Option Plan provides for the granting to management and employees of "incentive stock options" within the meaning of Section 422A of the Internal Revenue Code.

Random Access, Inc. has also adopted a Non-Qualified Stock Option Plan (the "Non-Qualified Plan") which provides for the grant of options for up to an aggregate of 500,000 shares of common stock. The purpose of the Non-Qualified Plan is to provide certain key employees of Random Access, Inc. with options in order to provide additional rewards and incentives for contributing to the success of Random Access, Inc. These options are not incentive stock options within the meaning of Section 422A of the Internal Revenue Code.

The Option Plan and Non-Qualified Plan (the "Plans") are administered by the Board of Directors or by a committee (the "Committee") appointed by the Board of Directors which determines the persons to be granted options under the Plans and the number of shares subject to each option. No options granted under the Plans are transferable by the optionee other than by will or the laws of descent and distribution and each option is exercisable, during the lifetime of the optionee, only by such optionee. Any options granted to an employee will terminate upon his or her ceasing to be an employee, except in limited circumstances, including death of the employee, and where the Board of Directors or Committee deems it in Random Access, Inc.'s best interests not to terminate the options.

The exercise price of all options granted under the Option Plan or the Non-Qualified Plan must be no less than the fair market value of such shares on the date of grant as determined by the Board of Directors or the Committee based on guidelines set forth in the Plans. With respect to any incentive stock option granted pursuant to the Option Plan to a participant who owns more than 10% of the voting rights of Random Access, Inc.'s outstanding capital stock on the date of grant, the exercise price of the option must be at least equal to 110% of fair market value on the date of grant.

On September 10, 1990 the Board of Directors granted incentive stock options for the purchase of 25,000 shares of common stock to each of the following employees: Patrick Smith, Jim DeFoe, John Gierscher, Marc Allan, Virginia Livingston, Bruce Milliken and Mike Dobson. The options are exercisable at a price of $1.32 per share except for the options issued to Mr. Milliken, which are exercisable at a price of $1.45 per share. The above options are exercisable to purchase an aggregate of 175,000 shares of Random Access, Inc.'s common stock and expire on September 10, 1994.

On December 19, 1990 the Board of Directors granted incentive stock options for the purchase of the following number of shares of common stock to the employees listed below. The options are exercisable at a price of $1.125 per share, are exercisable to purchase an aggregate of 75,000 shares of the Company's common stock, and expire on December 19, 1994.

Employee	Incentive Stock Options
Patrick Smith	10,715
John Gierscher	10,715
Virginia Livingston	10,714
Dave Meyers	10,714
Marc Allan	10,714
Ted Burns	10,714
Mike Dobson	10,714
Total	75,000

Schedule 4.3
Subsidiaries and Affiliates

Network Access, Inc.
R.A. Holdings, Inc.

Schedule 4.6
Liens and Encumbrances

Random Access, Inc.'s available debt financing is provided by ITT Commercial Finance ("ITT"). Random Access, Inc. has a revolving line of credit with ITT which provides for maximum borrowings of $8,000,000 at August 31, 1991. The outstanding principal balance on the line of credit was $4,825,622 at August 31, 1991. Borrowings under the line of credit are secured by receivables, inventory and equipment. Interest accrues at the prime rate (9% at August 31, 1991) plus 1%, with interest payable monthly and principal due on demand. The line of credit provides for an additional fee of .1% for each advance on the line of credit.

ITT and IBM Credit Corporation also provide floorplan financing for Random Access, Inc.'s inventory purchases. Under these arrangements, Random Access, Inc. may borrow up to a maximum of $4,750,000 at August 31, 1991. Borrowings are secured by inventory. At August 31, 1991, aggregate borrowings were outstanding in the principal amount of $3,388,154. Such amounts do not bear interest for 30 days and thereafter interest accrues at the prime rate plus 1%. Interest is payable monthly and principal is due on demand.

Schedule 4.7
Condition of Assets

No exceptions.

Schedule 4.9
Product Warranties

No exceptions. The vendors of Random Access, Inc. would be the party primarily responsible for product warranties.

Schedule 4.12
Consents

ITT Commercial Credit Corp. will be required to approve the merger transaction contemplated by this Agreement.

Schedule 4.13 and 4.13(a)
Intangible rights used
Claims to intangible rights

	Nature of Intangible Right	Nature of Payments Required to Maintain Intangible Right
1)	Connecting Point of America franchises (held or application pending for the following locations: Denver - 2 locations, Phoenix, Seattle and Omaha)	Royalty payments on product purchases
2)	BizMart franchises (Denver - 4 locations, Phoenix - 2 locations, Dallas - 10 locations)	Royalty payments on product sales
3)	Various dealer authorizations relating to computer equipment, such as IBM, Apple, Compaq, Hewlett-Packard, NEC, etc.	N/A

Schedule 4.14
Employee Benefit Plans

(a) Insurance and Professional Dues. Random Access, Inc. pays 80% of the cost of officers' and full-time employees' group health and life insurance premiums and certain dues to professional organizations for the benefit of certain of its executive officers. Random Access, Inc. also pays the premiums for Mr. Milliken's life insurance policy, for which Random Access, Inc. is not the beneficiary, and the lease expenses for Mr. Milliken's car. The total cost of such premiums, dues and other employee expenses for the year ended August 31, 1991 did not exceed $15,000.

(b) Stock Option Plans. See Schedule 4.2.

(c) Profit Sharing Plan. During the fiscal year ended August 31, 1990, Random Access, Inc. established a profit sharing plan that covers all employees with six months or more of employment with Random Access, Inc. who elect to enter the plan. Employees may elect to contribute up to the maximum prescribed by federal income tax law. Random Access, Inc. contributes an amount equal to 40% of each employee's first 6% of salary contributed and 20% of any remaining employee contribution up to a maximum of 10% of the employee's salary. Random Access, Inc.'s total contribution pursuant to this plan for the year ended August 31, 1991, was $57,779.

Schedule 4.15
Contracts

Material Contracts, Agreements, Leases and Commitments

1) Agreements for Purchase of Hardware and Software with U S West Business Resources, Inc.

2) Agreement for Microcomputer Hardware Sales and Maintenance with U S West New Vector Group, Inc.

3) September 1991 lease of Denver, Colorado corporate facilities.

4) Loan agreement with Interpreter, Inc.

5) Agreements described in Schedule 4.13 and 4.13(a).

6) Agreements described in Schedule 4.6.

Schedule 4.19
Taxes

No exceptions.

Schedule 4.20
Insurance Policies

[John Gierscher to prepare a list of all Random Access, Inc.'s insurance policies]

Schedule 4.22
Unreserved liabilities

No exceptions.

Schedule 4.23
Changes

Since August 31, 1991 the following material changes have affected the operations and net worth of Random Access, Inc., each of which are more fully described in Random Access, Inc.'s annual report on Form 10-K for the year ended August 31, 1991:

1) Acquisition of BizMart franchises;
2) Loan to Interpreter, Inc.;
3) Acquisition of Grand Junction, Colorado computer retailer;
4) Execution of new building lease; and
5) Decline in operating income.

Schedule 4.26
Indebtedness to and from Officers
Directors and Shareholders

Random Access, Inc. has become indebted to Bruce Milliken by virtue of Mr. Milliken's 50% interest in Total Access Limited Liability Company, the lessor of office facilities to Random Access, Inc. See the annual report on Form 10-K for the year ended August 31, 1991.

SCHEDULE 7.4
Opinion of Counsel

[To be supplied at Closing]

Schedule 8.4
Opinions of counsel

[To be supplied at closing.]

SCHEDULE 8.11
Kinkels' Share Sale Agreement

Ken and Adele Kinkel agree to the following restrictions to the sale of the Random Access common stock that they receive:

1) The Kinkels will sell no more than 30,000 shares in any single calendar month.

2) The Kinkels will sell no more than 5,000 shares in any single day.

3) Should the bid price of Random Access common stock be below $2 (as may be adjusted from time to time by stock dividends, stock splits or reorganizations), the above two restrictions shall be void. Should the stock price be less than $2, the Kinkels agree to offer their stock to Bruce Milliken or his assigns on a first right of refusal basis before selling such stock to any third party. Bruce Milliken or his assigns shall have two business days to agree to match any purchase offer, after receipt of written notice thereof, and an additional ten business days to complete such purchase from the Kinkels, prior to the Kinkels being allowed to sell or otherwise transfer their shares of Random common stock.

4) These restrictions shall remain effective through the later of February 28, 1994 or the Third Closing Date.

Schedule 8.13

NON-COMPETITION/NON-DISCLOSURE AGREEMENT

Kenneth S. Kinkel ("Kinkel") hereby represents that he is the Chairman, Chief Executive Officer and Secretary of CWE, Inc., a Colorado corporation, which is being acquired by Random Access, Inc. pursuant to an Agreement and Plan of Reorganization dated _____, 19__ (the "Merger Agreement"). CWE, Inc. is the sole shareholder of CW Electronics Sales Corp., also a Colorado corporation. Kinkel hereby acknowledges that CW Electronics Sales Corp. and Random Access, Inc., (collectively referred to as the "Company"), are engaged in the business of distributing, marketing and selling computer hardware, software, peripherals and related products and that as a necessary consequence of such business the Company maintains secret and confidential information, including, but not limited to, scientific and technical information, design, process, procedure, formula, improvement, servicemark, trademark, tradename, confidential business and financial information, listing or names, addresses, and telephone numbers of customers, vendors and others, and other information relating to the Company's business which is secret and of value (hereinafter referred to as "Trade Secrets"); that during the course of Kinkel's involvement with CWE, Inc. and CW Electronics Sales Corp., such Trade Secrets have become known to Kinkel; and that full protection of the Company's business makes it essential that no person or entity appropriate for their own use, or disclose, such Trade Secrets. Kinkel acknowledges both that the competitive position of the Company is a valuable asset of the Company and that Kinkel is entirely capable of earning a living in other fields of endeavor.

Therefore, in fulfillment of the obligations of Kinkel and of CWE, Inc. as set forth in the Merger Agreement, including paragraph 8.13 thereto, and in consideration for certain shares of Random Access, Inc. common stock to be received by Kinkel pursuant to the Merger Agreement, Kinkel agrees as follows:

1. Prior to February 28, 1994, Kinkel will not disclose to anyone or use for Kinkel's own benefit, directly or indirectly, any of the Company's Trade Secrets, except as such disclosure or use may be authorized in writing by Random Access, Inc.

2. Prior to February 28, 1994, Kinkel will not, within the Counties of Denver, Arapahoe, Adams, Jefferson, Douglas, Boulder, Pitkin, Mesa and El Paso, Colorado, the County of Maricopa, Arizona, the County of Douglas, Nebraska, the County of King, Washington, within 20 miles of the city limits of Dallas, Texas, and within 20 miles of any facility operated by CW Electronics Sales Corp. or Random Access, Inc., directly or indirectly, own, manage, operate, control, be employed by, participate in, or be

connected in any manner with the ownership, management, operation or control of any businesses similar to the type of business conducted by CM Electronics Sales Corp. or Random Access, Inc. without the prior written permission of Random Access, Inc.

3. That for the purposes Colorado Revised Statutes 8-2-113(2)(a), the Merger Agreement constitutes a contract for the purchase and sale of a business or the assets of a business.

4. That a breach of the obligations imposed on me by this Agreement is not one which is capable of being easily measured by monetary damages, and consequently I specifically agree that this Agreement may be enforced by injunctive relief. Additionally, I specifically agree that, in addition to such injunctive relief, and not in lieu thereof, Random Access, Inc. may also bring suit for actual damages if such be incurred by it as a result of a breach of my obligations under this Agreement.

This Agreement replaces all previous agreements relating to the same or similar matters which Kinkel may have entered into with the Company. It shall inure to the benefit of the successors and assigns of the Company and shall be binding upon Kinkel's heirs, assigns, administrators and representatives. No oral agreement, statement, or representation shall alter the provisions of this Agreement.

The parties hereto agree, that in the event a court of competent jurisdiction determines the restrictions contained in this Agreement are too broad to be enforced, such court shall be permitted to modify the provisions contained herein to the extent necessary to permit their enforceability.

The parties hereto shall have all the rights and obligations provided in the Colorado Uniform Trade Secrets Act, Colorado Revised Statutes, Sections 7-74-010, et seq., as it may be amended from time to time. The parties hereto further agree that this Agreement is to be interpreted under the laws of the State of Colorado.

connected in any manner with the ownership, management, operation or control of any businesses similar to the type of business conducted by CM Electronics Sales Corp. or Random Access, Inc. without the prior written permission of Randex Access, Inc.

3. That for the purposes Colorado Revised Statutes 8-2-113(2)(A), the Merger Agreement constitutes a contract for the purchase and sale of a business or the assets of a business.

4. That a breach of the obligations imposed on me by this Agreement is not one which is capable of being easily measured by monetary damages, and consequently I specifically agree that this Agreement may be enforced by injunctive relief. Additionally, I specifically agree that, in addition to such injunctive relief, and not in lieu thereof, Random Access, Inc. may also bring suit for actual damages if such be incurred by it as a result of a breach of my obligations under this Agreement.

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8060 545

Schedule 10.1
Brokers and Finders

Random Access, Inc. may compensate Cohig & Associates, Inc. with regard to their role in assisting with the transaction contemplated by this Agreement in an amount of up to approximately 25,000 shares of Random Access, Inc. common stock.

CWE may compensate Heidiger/Tucker/Bruner, Inc. with regard to their role in assisting with the transaction contemplated by this Agreement in an amount of up to $20,000.00.

0095 2kk

Signed in Denver, Colorado this _____ day of _____ _____, 19___.

_____
Kenneth S. Kinkel

CW Electronics Sales Corp.

By: _____
Gregory L. Kinnear, _____

Random Access, Inc.

By: _____ _____
Bruce A. Williams, President